



# Monterey County Board of Supervisors

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1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Order

### Agreement No.: A-12234

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute the Sixth Amendment to the Professional Services Agreement (A-12234) with Danny Tan DDS to provide dental services to NMC patients, extending the term by twelve months, for the revised term of February 1, 2011 to June 30, 2017 and adding \$45,000, for a revised not to exceed amount of \$345,000; and
- b. Authorized the Purchasing Manager for NMC to execute to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$5,500) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 7th day of June 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter


NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on June 7, 2016.

Dated: June 9, 2016  
File ID: A 16-137

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By  Deputy

## SIXTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

THIS SIXTH AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT (the "**Amendment**") is made and entered into as of July 1, 2016, by and between COUNTY OF MONTEREY ("**County**") on behalf of NATIVIDAD MEDICAL CENTER ("**NMC**"), and **DANNY TAN DDS** ("**Contractor**") with respect to the following:

### RECITALS

A. Contractor and NMC have entered into that certain Professional Service Agreement dated February 1, 2011, as amended on February 15, 2012; July 1, 2012; July 1, 2013; July 1, 2014 and July 1, 2015 (collectively, the "**Agreement**") pursuant to which Contractor provides comprehensive dental services.

B. NMC and Contractor desire to amend the Agreement to extend the term an additional twelve months to allow for existing services to continue and to add to the amount payable by \$45,000 due to the term extension.

### AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, NMC and Contractor agree as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Amended Section 1. PAYMENTS BY NMC.** Section 1 of the Agreement is hereby deleted and replaced with the following: "NMC shall pay the Contractor in accordance with the payment provisions set forth in Exhibit A, subject to limitations set forth in this Agreement. The total amount payable by NMC to Contractor under this agreement shall not exceed the sum of Three Hundred Forty Five Thousand Dollars (\$345,000) in the aggregate."

3. **Amended Section 2. TERM OF AGREEMENT.** Section 2 of the Agreement is hereby deleted and replaced with the following: "The term of this Agreement is from February 1, 2011 to June 30, 2017 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no Force or effect until signed by both Contractor and NMC and with NMC signing last and Contractor may not commence work before NMC signs this Agreement."

4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

5. **Continuing Effect of Agreement.** Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.


6. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, NMC and Contractor have executed this Amendment as of the day and year first written above.

**CONTRACTOR**

**DANNY TAN DDS**

Date: 5/9, 2016

By:   
Its \_\_\_\_\_

**NATIVIDAD MEDICAL CENTER**

  
Deputy Purchasing Agent


Date: 5/16, 2016

**APPROVED AS TO LEGAL PROVISIONS:**

  
Stacy Saetta, Deputy County Counsel

Date: May 9, 2016

**APPROVED AS TO FISCAL PROVISIONS:**

  
Deputy Auditor/Controller

Date: 5-9, 2016